

 <p>नीवे NIWE (ISO 9001 Certified)</p>	<p><b>राष्ट्रीय पवन ऊर्जा संस्थान</b> (नवीन और नवीकरणीय ऊर्जा मंत्रालय के अधीनस्वायत्त अनुसंधान एवं विकास संस्थान, भारत सरकार) <b>NATIONAL INSTITUTE OF WIND ENERGY</b> (An Autonomous R&amp;D Institution under the Ministry of New and Renewable Energy, Government of India) (पूर्वमें “पवन ऊर्जा प्रौद्योगिकी केंद्र” Formerly “Centre for Wind Energy Technology”) वेलचेरी ताम्बरम प्रमुखमार्ग, पल्लिकरणई, चेन्नै 600100, तमिलनाडु, भारत <b>Velachery – Tambaram Main Road, Pallikaranai, Chennai - 600 100, Tamil Nadu, INDIA</b> Tel No. 044-22463982/83/84, 29001162 / 67 / 95 , Fax No. +91-44-2246 3980, E-mail : <a href="mailto:purchase@niwe.res.in">purchase@niwe.res.in</a> website: <a href="http://www.niwe.res.in">www.niwe.res.in</a></p>
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NIT NO: NIWE/PUR/17/149/22

DATE: 18.11.2022

Global Tender for Supply, Installation and Commissioning of Integrated Floating buoy for mounting Offshore Lidar together with meteorological and oceanographic sensors (Wave, Current etc.,) at three locations (Zone C1, Zone B1 & Zone E2) at Gulf of Mannar off, Tamil Nadu Coast in India including Operation and Maintenance.

1.0	<b>Description &amp; Brief Scope of the work</b>	Supply, Installation and Commissioning of Integrated Floating buoy for mounting Offshore Lidar together with meteorological and oceanographic sensors (Wave, Current etc.,) at three locations (Zone C1, Zone B1 & Zone E2) at Gulf of Mannar off, Tamil Nadu Coast in India including Comprehensive Operation and Maintenance. The measurement campaign is for a period of one year.																								
2.0	<b>Content of Tender Documents</b>	<p>NIWE invites Global E-tender from Suppliers/ Manufacturers/ Authorized Indian Agents if any for the aforesaid as per general guidelines mentioned at Forms and Annexure.</p> <table border="1"> <thead> <tr> <th>S. No</th> <th>Details</th> <th>Page No.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td><b>Important Instructions to Bidders</b></td> <td style="text-align: center;">4-6</td> </tr> <tr> <td style="text-align: center;">2</td> <td><b>General Conditions of Contract</b></td> <td style="text-align: center;">7-22</td> </tr> <tr> <td style="text-align: center;">3</td> <td><b>Special Conditions of Contract</b></td> <td style="text-align: center;">23-25</td> </tr> <tr> <td style="text-align: center;">4</td> <td><b>Project Requirement Specifications and other Technical Details</b></td> <td style="text-align: center;">26-38</td> </tr> <tr> <td style="text-align: center;">5</td> <td><b>Price Schedule (BOQ)</b></td> <td style="text-align: center;">39-40</td> </tr> <tr> <td style="text-align: center;">6</td> <td><b>Other Standard Forms</b></td> <td style="text-align: center;">41-54</td> </tr> <tr> <td style="text-align: center;">7</td> <td><b>Check List</b></td> <td style="text-align: center;">55-56</td> </tr> </tbody> </table>	S. No	Details	Page No.	1	<b>Important Instructions to Bidders</b>	4-6	2	<b>General Conditions of Contract</b>	7-22	3	<b>Special Conditions of Contract</b>	23-25	4	<b>Project Requirement Specifications and other Technical Details</b>	26-38	5	<b>Price Schedule (BOQ)</b>	39-40	6	<b>Other Standard Forms</b>	41-54	7	<b>Check List</b>	55-56
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3.0	Important Details	Tender Mode	<b>E-Procurement – Global Tender (Two Bid System)</b>
		Tender Issue date	<b>18/11/2022</b>
		Pre Bid Meeting date	<b>24.11.2022 (online mode)</b>
		Tender Closing Date and Time	<b>15/12/2022 04:30 PM</b>
		Tender Opening Date and Time	<b>16/12/2022 04:30 PM</b>
4.0	<b>Earnest Money Deposit and Payment</b>	<p>Earnest Money Deposit (EMD) of Rs.60,00,000/- (Rupees Sixty Lakhs Only) or equivalent foreign currencies (Excluding Bank Charges) to be submitted with Techno-Commercial bid. The EMD/Bid Security can be submitted by way of Insurance surety bonds, Account payee demand draft, Banker's cheque, Bank guarantee including E-bank Guarantee, fixed deposit receipt or fund Transfer. Demand Draft/Banker's Cheque, Bank guarantee including E-bank Guarantee should be drawn in favour of the Buyer, through any Commercial (Nationalised / Scheduled) Bank in India.</p> <p>The Insurance Surety bond/bank guarantees should be valid for 45 Days beyond the offer validity period.</p> <p>The Insurance surety bonds should be drawn in favour of the Buyer, through any insurance authorities which are under IRDAI, India.</p> <p>Fixed Deposit Receipt drawn through any Commercial (Nationalised/ Scheduled) Bank in India and should be pledged in favour of Buyer.</p> <p>Fund Transfer can be made to the Buyer, as per our account and banker's details given at Annexure – 13A, 13B, 13C.</p> <p>Tenders without EMD will be summarily rejected.</p>	

<b>5.0</b>	<b>Important Information To Bidder</b>	
5.1	Issuance of bidding documents to any bidder shall not be construed that such bidder is considered to be qualified.	
5.2	Responses submitted by Bidders who do not meet the qualifying requirements in the General Purchase Conditions or incomplete bids will be rejected.	
5.3	NIWE reserves the right to verify any claims made by Bidders and to carry out a capability assessment. The decision of NIWE shall be final in this regard.	
5.4	NIWE also reserves the right to accept any proposal or to reject all proposals at any time prior to any short-listing, award or contract without incurring any liability or without any obligation to inform the affected party of the grounds for such decision.	
5.5	The proposals will be opened on the Date & Time mentioned in the documents.	



*Global Tender for Supply, Installation and Commissioning of Integrated Floating buoy for mounting Offshore Lidar together with meteorological and oceanographic sensors (Wave, Current etc.,) at three locations (Zone C1, Zone B1 & Zone E2) at Gulf of Mannar off, Tamil Nadu Coast in India*

6.0	<b>ADDRESS FOR COMMUNICATION</b>
	Division Head(F&A), National Institute of Wind Energy, Velachery – Tambaram Main Road, Pallikaranai, Chennai 600100. Phone: EPABX: 91-44-22463982 / 83 / 84 /29001162 / 67 / 95. Fax: 91-44-2246-3980, Email: <a href="mailto:directorfa@niwe.res.in">directorfa@niwe.res.in</a> , <a href="mailto:purchase@niwe.res.in">purchase@niwe.res.in</a>

**Any amendment to the Tender will be published only in the NIWE Website: <http://niwe.res.in> and CPP Portal.**

**It is the tenderers' responsibility to visit the NIWE website & CPP Portal frequently to know about the latest updates / amendments / corrigendum / addendum / clarifications if any.**

## **I Important Instructions to Bidders**

- A. Bidders should do the registration in the Central Public Procurement Portal (CPP-Portal) <http://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). The portal enrolment is free of cost. Bidders are advised to go through the instructions/information provided at **Help for Contractors, Information about DSC, FAQ, and Bidders Manual Kit** on Portal's homepage. The Digital Signature registration has to be done with the e-token, after logging into the site.
- B. For any technical related queries regarding online registration please call the Helpdesk. The 24x7 Help Desk Number **0120-4200462, 0120-4001002** Mobile : **+91 8826246593** and E-Mail : [support-eproc@nic.in](mailto:support-eproc@nic.in) Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details.
- C. For any policy related matter / clarifications kindly contact [cphp-doe@nic.in](mailto:cphp-doe@nic.in) managed by Department of Expenditure, Ministry of Finance.
- D. For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority (NIWE).
- E. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- F. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in **.pdf / .xls / .jpeg / .rar** formats only.
- G. After the bid submission, (theIz bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- H. Bidders should ensure that prices should not be indicated anywhere in the unpriced part. The prices should be indicated only in the price bid and nowhere else.
- I. **The prospective Bidders should register themselves in the CPP Portal and submit the Bids electronically through the CPP portal. The paper based physical Tender submission is not permitted. Bids submitted/received through any other mode other than NIC-CPP portal shall summarily be rejected.**
- J. **Bidders are requested to register for future tenders in Government e-Market Place (GeM) is a dedicated digital e-commerce platform. Therefore, it is urged that bidders who are not part of GeM shall kindly be registered in GeM for all Goods and Services which they are providing to have any further business with this Organization. Suppliers can register in GeM as a Seller by accessing the portal [www.gem.gov.in](http://www.gem.gov.in).**

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## **II GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. INTRODUCTION**

National Institute of Wind Energy (NIWE), an autonomous R&D institution of MNRE, Govt. of India intends for Supply and Installation of integrated Floating Buoy for mounting LiDAR together with Oceanographic sensors (Wave, current etc.) at three locations (Zone B1, Zone C1 & Zone E2) in Gulf of Mannar, Off Tamilnadu coast including Comprehensive Operation and Maintenance. The measurement campaign of the sensors is for a period of one year.

### **2. GENERAL INFORMATION**

The Manufacturers or their Authorized Agents are invited to submit a “Technical Proposal” and “Price proposal”. Methodology for submission of proposal has been detailed hereunder in this document.

### **3. DEFINITIONS**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings

GENERAL CONDITIONS OF CONTRACT (GCC):

1. OWNER / BUYER / EMPLOYER shall mean NIWE.
2. Supplier/Contractor wherever mentioned in the tender document shall mean the Successful Bidder.
3. “Similar Supply/Works/Installation” wherever mentioned shall mean Supply, installation and commissioning of Integrated Floating Buoy for mounting the Offshore LiDAR together with oceanographic sensors (wind, wave, current profile etc.)
4. “Applicable Law” - This Contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Chennai (India).
5. “Contract” means the Contract signed by the parties, to which these General Conditions of Contract (GCC) are attached together with all the documents listed in such signed Contract.
6. “Contract Price” means the price to be paid for the performance of the Services, in accordance with the payment terms, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
7. “Government” means the Government of India.
8. “Party” means the Owner or the Bidder, as the case may be, and “Parties” means both of them. “Personnel” means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.
9. “Services” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Terms of Reference; and Law Governing the Contract
10. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
11. Language: English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
12. Bill of Quantity (BOQ): means price bid / Financial Bid / Price bid with proposal.



#### **4. BIDDING DOCUMENTS**

- I. Important Instructions to Bidders**
- II. General Conditions of Contract (GCC)**
- III. Special Conditions of Contract (SCC)**
- IV. Project Description and Technical Specifications**
- V. Proposed Methodology**

Bid Form 1 Technical and commercial bid submission form  
Annexure 1 Technical Specifications of LiDAR System  
Annexure 2 Technical specifications of Meteorological sensors at buoy level  
Annexure 3 Manufacturer's Authorization  
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Annexure 5 Proforma of Bank Guarantee for EMD.  
Annexure 6 Proforma of Bank Guarantee for Contract Performance  
Annexure 7 Bidder details  
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Annexure 9A, 9B Price Bid/BOQ  
Annexure 10 Documents to be uploaded  
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Annexure 12 Declaration  
Annexure 13 Form No.10F  
Annexure 14A 14B & 14C Bank Remittance  
Annexure 15 Check List

#### **5. AMENDMENT OF BIDDING DOCUMENT**

1. At any time prior to the deadline for submission of the Bids, the Owner may amend the Bidding Document by issuing Corrigendum.
2. Any Corrigendum/addendum issued shall be part of the Bidding Document and shall be published in the NIC-CPP portal and NIWE website.
3. To give prospective Bidders reasonable time in which to consider a Corrigendum/addendum in preparing their Bids, the Owner may, at its discretion, extend the deadline for the submission of the Bids.

#### **6. PREPARATION OF BID PROPOSALS**

1. Proposals shall be complete in all respect and shall be submitted with requisite information and Annexure. It shall be free from any ambiguity, cutting or overwriting. Any such correction must be initialed by the persons who sign the proposals.
2. For preparation of Proposals, Bidders are expected to examine the bidding documents in detail. Material deficiencies in providing the information requested may result in rejection of the proposal.
3. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
4. Indian agent on behalf of the Principal OEM and Principal OEM cannot bid simultaneously for the same item/product.
5. The same agent should not submit a bid on behalf of another Principal OEM in the



same tender for the same item/product.

## **7. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, negotiation, discussion etc. and the Owner shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **8. LANGUAGE AND CURRENCY OF BID**

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Owner, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of all the passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern. If not, the tender document shall summarily be rejected.

## **9. VALIDITY OF OFFER**

The proposals shall remain valid for a period of **90 DAYS** from the date of opening of Bid. The procurement may be made in a phased manner within a period of one year from the date of Purchase Order, if the exigencies so require. In exceptional circumstances the Owner may solicit the Bidder's consent for extension of the bid validity period. When the validity period is extended by the Bidder, the same shall be done without any modification to the bid proposal by the Bidder. The rates offered should be firm and will not be increased at any time by the bidder.

## **10. BID SECURING DECLARATION**

By signing the bid security declaration (**in case of Indian MSME/ NSIC Bidders**), bidders are accepting that if they withdraw or modify their bids during the bid validity period, they will be suspended for a period of one year as specified in Annexure 4. The terms and conditions in the Declaration submitted by the bidder in lieu of EMD shall be imposed/effective in the following scenarios:

1. If the Bidder withdraws or varies its Bid during the period of Bid validity specified by the Bidder in the Bid Proposal.
2. If the Bidder does not accept the correction of its Bid Price pursuant to clause 20 of GCC.
3. If the Bidder does not withdraw any deviation listed in prescribed Deviation Schedule of BPS at the cost of withdrawal indicated by him.
4. If the Bidder refuses to withdraw, without any cost to the Owner, any deviation not listed in prescribed Deviation Schedules of BPS but found elsewhere in the Bid.
5. In the case of a successful bidder, if the bidder fails within the specified time limit to furnish the acceptance of Letter of Award/Purchase Order.
6. In the case of successful Bidder, if the Bidder fails, within the time limit, to furnish the required Contract Performance Guarantee/Security Deposit.

## **11. VALIDITY OF BID SECURING DECLARATION**

For unsuccessful bidders, the bid securing declaration shall cease to be valid upon receipt of the notification of the successful bidder in the CPP-Portal or thirty days after the expiration of validity of this bid, whichever is earlier.

## **12. CONDITIONS FOR FORFEITURE OF EMD**

The Earnest Money Deposit (foreign suppliers) shall be forfeited on any of the following circumstances by the Employer/Owner without any notice or proof of damage to the Owner, etc.

1. If the Bidder withdraws or varies its Bid during the period of Bid validity specified by the Bidder in the Bid Proposal.
2. If the Bidder does not accept the correction of its Bid Price pursuant to clause 20.0 of GCC.
3. If the Bidder does not withdraw any deviation listed in prescribed Deviation Schedule of BPS at the cost of withdrawal indicated by him.
4. If the Bidder refuses to withdraw, without any cost to the Owner, any deviation not listed in prescribed Deviation Schedules of BPS but found elsewhere in the Bid.
5. In the case of a successful bidder, if the bidder fails within the specified time limit to furnish the acceptance of Letter of Award/Purchase Order.
6. In the case of successful Bidder, if the Bidder fails, within the time limit, to furnish the required Contract Performance Guarantee/Security Deposit.

## **13. RELEASE OF EMD**

1. The EMD of all the unsuccessful Bidders shall be returned as promptly as possible, but not later than 1 month after expiration of bid validity. EMD shall not carry any interest.
2. The EMD of the successful Bidder shall be retained once the successful Bidder has accepted the Letter of Award/ Purchase Order and furnished the required Contract Performance Guarantee/Security Deposit after adjusting EMD.

## **14. INELIGIBILITY FOR FUTURE TENDERS**

Notwithstanding the provisions regarding forfeiture of Bid Security/ EMD specified above, if a bidder after having been issued the Letter of Award/Purchase Order, either does not accept the order/Letter of award or does not sign the Contract Agreement or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in future tenders.

## **15. DOCUMENTS FOR QUALIFYING REQUIREMENTS**

The bidder shall furnish documentary evidence in support of meeting the following Qualifying Requirements:

- The bidder should be a reputed manufacturer/ supplier /dealer with minimum 5 years of experience as on 31/10/2022.
- The average annual turnover of the bidder in the preceding three (3) financial years as on bid opening date shall not be less than 9 Crores (Scanned Copy of Certificate to be uploaded).
- The bidder should have the completed projects related to Floating buoy to mount LiDARs and Oceanographic sensors in the last five years which should meet either one of the

following:

- a. Three similar completed projects / works, each costing not less than 12 Crores  
(or)
  - b. Two similar completed projects / works, each costing not less than 15 Crores  
(or)
  - c. One similar completed project / work costing not less than 23 Crores.
- The bidders should have completed at least 5 projects in the area of Supply and installation of oceanographic sensors along with Offshore Wind Resource assessment using floating buoy in the last 5 years ending in the last financial year. Any other requirements that are not specified herein, detailed in **Section III (Special Conditions of Contract)** of this tender document shall also form as a mandatory part of the qualifying requirements.
  - The bidder should have proven track record of supplying the Offshore Floating LiDAR Buoys on outright sale/lease basis across the globe. Two or Three references anywhere across the globe needs to be provided along with the bid.
  - Indian Bidders registered with National Small Industries Corporation (NSIC) including Micro/Small/Medium Enterprises & Companies will be exempted from prior turn over requirements subject to meeting of quality & technical specifications.
  - **However, Customer Feedback certificate for five (5) successful projects in the area of supply and installation of Floating Buoy for mounting offshore LiDAR is mandatory without which the bid shall summarily be rejected.**
  - Any Relaxation/Exemption on Eligibility criteria **given for NSIC/MSME shall be as per the Public Procurement Policy as entitled for MSME/NSIC by Government of India.**
  - **In a tender, either the Indian agent on behalf of the Principal OEM or Principal OEM itself can bid but both cannot bid simultaneously for the same item/project in the same tender.**
  - **If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal OEM in the same tender for the same item/product.**

## **16. TECHNICAL PROPOSAL**

1. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid complete list of goods as given in the Price Bid without prices, the documentary evidence wherever applicable that the Goods and Related Services conform to the requirements specified.
2. Apart from the technical requirements as stipulated in the bid documents, data sheets etc. the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements. If applicable, a statement of deviations and exceptions to the provisions of Technical specifications will be submitted by the bidder separately.

## **17. PRICE PROPOSAL**

1. For preparation of the ‘Price Proposal/ BOQ’, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Proposal shall be made in ‘Bid Proposal’, Annexure 9A, 9B of Bidding Documents.
2. The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.
3. All prices to be quoted by the Bidders will be in Indian Rupees or any convertible foreign currency as mentioned in BOQ on firm price basis and to remain valid during the currency of the Contract.
4. Bidders shall necessarily submit the prices in the enclosed format for Bid Price Schedule only.
5. The total prices arrived at in the ‘Price Bid’, are to be entered in the ‘BOQ’. These prices shall stand corrected as elaborated elsewhere in this document.

## **18. DEVIATION/EXCLUSIONS**

Bidders should generally agree to all the terms and conditions of the bid documents. However, deviation / exception / assumption, if any should be stated separately shall be submitted along-with “Bid Proposal”, failing which it would be presumed that all terms and conditions are acceptable to them. In case the bidder has taken any deviation, the bidder must indicate the cost of withdrawal of the same along with the bid.

## **19. EVALUATION OF BIDS**

1. The Owner will determine whether the Proposals are substantially responsive to the Bidding Document and their proposal is complete. Material deficiencies in the proposal may render the proposal non-responsive and may lead to the rejection of the proposal.
2. To evaluate a Bid, NIWE shall only use all the criteria and methodologies defined in this document.
3. To evaluate a Bid, NIWE shall consider the following:
  - a) The bid price as quoted as per BOQ / Bid Price Schedule
  - b) Price adjustment due to discounts offered; and
  - c) Price adjustment due to application of the evaluation criteria.
4. The evaluation criteria specified in Special Conditions of Contract (SCC) **shall override all other similar related clauses appearing elsewhere in the bid documents.**

## **20. DISCREPANCIES IN BID**

In case of discrepancies in bids, the following will be adopted to correct the discrepancies for the purpose of evaluation.

1. In case of discrepancy between the original & copies of bid, the original bid will be considered as correct.
2. In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct.
3. In case of discrepancy between unit price and total price, the unit price will be considered as correct.
4. In case of discrepancy between unit price and total price, which is obtained by

multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.

## **21. CLARIFICATION OF BIDS**

A prospective Bidder requiring any clarification of the Bidding Document shall seek clarifications through online. Should the Owner deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so by amendment in the tender. During evaluation, the Owner may, at their discretion, ask any Bidder for a clarification of its Bid. The Owner's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted. No clarification regarding Tender shall be entertained after the bid submission due date.

## **22. CONTACTING THE OWNER**

1. Subject to GCC clause 21.0, no Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.
2. Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

## **23. OWNER'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS**

The Owner reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder (s) of the grounds for the owner's action.

## **24. AWARD CRITERIA**

The owner will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

## **25. CONTRACT**

1. The Owner shall send to the successful Bidder the Purchase Order/Letter of Award (LOA).
2. The contract shall come into effect from the date of issue of Letter of Award/Purchase Order.
3. Successful bidder on whom Contract/LOA/Purchase Order is placed shall hereafter be called Supplier.

## **26. SIGNING OF CONTRACT**

For order value more than 10 lakhs initially a letter of Indent/PO will be sent from NIWE. Within one week, the successful bidder should send his acceptance of the LOI/PO. Upon the receipt of acceptance, a contract will be signed between NIWE and the successful bidder.

## **27. PROJECT COMPLETION SCHEDULE:**

The bidder will be responsible for safe delivery of material at the site, testing, Validation, Installation & Commissioning, Watch and Ward for one year of successful data collection, Operation and Maintenance for One year (or) until successful data collection for one year, including site visit arrangements, Data Retrieval at NIWE server, Buoy and LIDAR safe dismantling and returning to NIWE Chennai office.

The Entire Project schedule as mentioned in the Technical Specifications has to be completed within a period as specified in clause 6 of Special Conditions of Contract.

Payment schedule: - As per clause 4.0 of Special Conditions of Contract.

## **28. CONTRACT PRICE**

The Contract Price shall be as specified in the Purchase Order / LOA.

## **29. SCOPE OF SUPPLY**

1. The Goods supplied shall be as specified in the technical specification and Price Schedule. The successful bidder shall supply all the Goods as per the Delivery Schedule that may be specified.
2. Unless otherwise stipulated in the Contract (Purchase Order / LOA), the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
3. The Successful bidder shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
4. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

## **30. SECURITY DEPOSIT**

Successful bidder on whom contract/LOA /Purchase Order is placed shall hereafter be called the Supplier. Within fourteen (14) days of the receipt of Purchase Order/Letter of Award from the Buyer, the Supplier shall furnish Security Deposit in any form acceptable to the Buyer for 3% value of the order including taxes and duties. Failure of the supplier to submit the above-mentioned Security Deposit shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

The Performance Security can be submitted by way of Insurance surety bonds, Account payee Demand Draft, Banker's cheque, Bank guarantee including E-bank Guarantee, Fixed Deposit Receipt or Fund Transfer.

Demand Draft/Banker's Cheque, Bank guarantee including E-bank Guarantee should be drawn in favour of the Buyer, through any Commercial (Nationalised / Scheduled) Bank in India.



The Insurance Surety bond/bank guarantees should be valid for 3 months beyond the date of Project completion period (as per clause 27.0).

Fixed deposit receipt drawn through any Commercial (Nationalised/Scheduled) Bank in India should be pledged in favour of Buyer.

Insurance surety bonds should be drawn through insurance authorities which are under IRDAI, India.

Fund Transfer can be made to the Buyer as per our account and Banker's details given at Annexure – 14A, 14B & 14C.

The Security Deposit may be adjusted against Performance Bank Guarantee to be provided by the bidder as per clause 4.0 of SCC

### **31. AUTHORISED REPRESENTATIVE**

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Owner or the Bidder may be taken or executed by the officials authorized for the purpose.

### **32. INSURANCE**

The Bidder will be responsible for taking out any appropriate insurance coverage up to the delivery location of the equipment/till successful handing over of the equipment to NIWE as mentioned in the Special Conditions of Contract at their own cost as may be required against all risks including theft/fire. The insurance coverage will be arranged by the successful bidder.

### **33. FREIGHT**

The Bidder will be responsible for safe delivery of material to the location mentioned in the Special Conditions of Contract at their own cost. Therefore, the prices quoted must be inclusive of freight and insurance.

### **34. PACKING**

The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, handling and storage. The Bidder will be responsible for any loss or damage during transportation, handling and storage due to improper packing. All packages should be marked with Contract no. and date. Each package must contain packing slip and literature, if any.

### **35. INSPECTION AND TESTS**

- The Inspection shall be carried out by the technical experts of NIWE after the Installation and Commissioning of the Project as mentioned in the tender document.
- Wherever the Supply/Installation so completed is subject to testing, it shall be done as per the standards mentioned in the Technical specifications.



### **36. WARRANTY**

- a) The Supplier shall warrant that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions.
- b) The warranty shall remain valid for a minimum period of One year, after the successful delivery/supply of the instruments/Installation at the offshore sites, together with the requisite training to the personnel of NIWE or until completion of one-year measurement campaign, whichever is later.
- c) If having been notified, the Supplier fails to remedy the defect; the Owner may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Owner may have against the Supplier under the Contract.

### **37. PATENTS**

All royalties and fees for patents covering material/equipment or processes used in executing the work shall be to the account of the bidder. The supplier shall satisfy all demands that may be made at any time for such royalties and fees.

The Supplier shall hold harmless and indemnify the Owner from and against damage, loss and expenses arising from any claim for infringement of patent, copyright, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by the Contractor.

The Supplier shall promptly notify the Owner in writing if the Supplier has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by the Owner of any information, recommendation or specifications, services rendered by the Contractor. The Supplier, in such case, shall furnish at its own cost make and furnish to the owner alternative specifications or recommendations to avoid the same and without putting the owner to any additional cost.

### **38. INDEMNIFICATION**

The Supplier shall, at its own expense, defend and indemnify the owner against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secret or industrial design rules arising from use of the products or any part thereof.

The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Owner shall not pay any compensation to a third party resulting from such infringement and the Supplier shall be fully responsible for the same, including all expenses at the court and legal fees.

The Owner will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim. Final payment to the Supplier by the Owner will not be made while any such suit or claim remains unsettled.

### **39. REMOVAL OF REJECTED GOODS AND REPLACEMENT**

1. If any delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specifications, the same shall be rejected by the Owner or his duly authorized representative and notification to this effect will be issued to the Supplier normally within 30 days from the date of receipt of the material at site.

2. The supplier shall arrange for removal of the rejected/failure of item(s) during testing within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the Owner shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit. All expenses shall be recoverable from the supplier or any sum due that may become payable to him.

### **40. MODIFICATION OF CONTRACT**

Modification of the terms and conditions of the Contract, including any modification of the Scope of the Services or of the Contract price may only be made by written agreement between the Parties.

### **41. LIQUIDATED DAMAGES**

The timely Completion of the Project work at the mentioned location in SCC including commissioning and its related service is the essence of the contract. In the event of supplier's failure to complete the Work within the stipulated period as mentioned in SCC, the liquidated damages are payable by the Bidder @ 0.5% (one half of one percent) per week of delay or part thereof, of the Purchase order value. However, the total liability of the Bidder under this clause shall not exceed 5% of the Contract value as awarded.

### **42. FORCE MAJEURE**

1. "Force Majeure" shall mean any event beyond the reasonable control of the Owner or the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a reasonable time.
4. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either parties' right to terminate the contract.
5. No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall
  - i. Constitutes a default or breach of the Contract.
  - ii. Give rise to any claim for damages or additional cost or expense occasioned there by if and to the extent that such delay or non-performance is caused by the

occurrence of an event of Force Majeure.

6. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with Clause 46 of GCC.
7. Notwithstanding clause above, Force Majeure shall not apply to any obligation of the Owner to make payments to the Supplier herein.
8. NIWE will not entertain/allow/pay any mobilization or demobilization claims from the contractor in the event of force majeure/clearance & protocol issues.

#### **43. NO BREACH OF CONTRACT**

The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and has informed the other Party as soon as possible about the occurrence of such an event.

#### **44. OBLIGATIONS OF THE BIDDER**

The Bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub-bidder or third parties.

#### **45. RISK PROCUREMENT**

In the event of Suppliers failure to render service of acceptable quality in scheduled delivery period, NIWE reserves the right to procure services from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NIWE shall retain the right of forfeiture of Contract Performance Guarantee (CPG) and or any other action as deemed fit.

#### **46. SETTLEMENT OF DISPUTES**

1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this

Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

3. The dispute settlement mechanism/arbitration proceedings shall be Concluded as under:
  - (a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to Delhi International Arbitration Centre (DIAC) New Delhi. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.
  - (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
4. The venue of the arbitration shall be the place from where the purchase order or contract is issued.
5. Notwithstanding, any reference to arbitration herein,
  - (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) The Purchaser shall pay the Supplier any monies due to the Supplier.

#### **47. NOTICES**

Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by speed post, fax or facsimile to such Party i.e. Owner or Bidder.

#### **48. TERMINATION**

The Owner may terminate the Contract, by not less than thirty (30) days written notice of termination to the Supplier to be given after the occurrence of any of the events specified in paragraphs (1) to (4) of this Clause and sixty (60) days in the case of the event referred to in (5) below:

1. If the Supplier does not remedy a failure within 30 days (Thirty days).
2. If the Supplier becomes insolvent or bankrupt;
3. If as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events or;

4. If the Supplier, in the judgement of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause: “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. “Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner.
5. If the Owner, at its sole discretion, decides to terminate this Contract.

#### **49. TAXES & DUTIES**

1. The prices shall be inclusive of all Statutory levies & duties excluding Goods and Service taxes. GST will not be considered for evaluation.
2. However, GST at prevailing rates shall be paid on the contract value, as applicable.
3. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of contract, which was or will be accessed on the bidder in connection with performance of the contract, an equitable adjustment of the contract price shall be made to fully take into account any such change by addition to the contract price or deduction there from as the case may be.

#### **50. TAX DEDUCTION AT SOURCE(TDS)**

TDS will be deducted for applicants based on the rules applicable as per Income Tax Act 1961. Valid Permanent Account Number (PAN) is Mandatory.

TDS/ withholding taxes with respect to foreign suppliers shall be governed through section 195 of IT Act 1961/ relevant DTAA as applicable for applicant’s / bidders country. Additional documents required to be provided by the foreign bidder shall be

- i.No Permanent Establishment declaration
- ii.Form 10F as per Annexure -13
- iii.Tax Residency Certificate

#### **51. PAYMENTS TO THE BIDDER**

Payment will be made to the account of the bidder and according to the payment terms stated in SCC Clause 4.0 based on the certification by NIWE Official Incharge. The payments shall be made after the conditions listed for such payment have been met and the Bidder has submitted an invoice to the Owner specifying the amount due. The Bidders should submit the invoice as per the milestones/stages as specified in the payment terms clause 4 of SCC. Payment shall be released within 30 days of receipt of invoice complete in all respect as per Payment terms mentioned in SCC.

#### **52. JURISDICTION**

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Chennai and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.



**53. ACCIDENT OR INJURY TO WORKMEN:**

NIWE shall not be liable for any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other men in the employment of the contractor or sub-contractor. The contractor shall indemnify and keep indemnify NIWE against all such damages and compensation and against all claims, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto. The insurance shall be within the contract price. It is the responsibility of contractor to ensure prompt settlement of such claims as admissible in law without waiting for settlement of insurance claims.

**54. OWNERSHIP:**

All data and accompanying documents & records, both working and fair, acquired or created in the contract shall become the property and copyright of NIWE or of whomsoever transferred upon by NIWE. Copyright and intellectual property rights will belong to NIWE.

**55. OPTION CLAUSE:**

NIWE reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**56. CORRUPT/FRAUDULENT PRACTICES:**

It is expected that the bidders who wish to bid for this project have highest standards of ethics. NIWE will reject the bid if it determines that the bidder participating in this tender has engaged in corrupt or fraudulent practices while competing for this tender and / or submitted false statement/certificate/information. NIWE will also declare such bidder ineligible for participating in NIWE tenders, either indefinitely or for a stated duration.

A declaration shall also be attached along with the bid as given at Annexure 12.

**57. INTEGRITY PACT:**

For every work/procurement/contract, the value of which is Rs. 1 Crore and above, the integrity pact agreement (format will be given to the successful bidder). The Integrity pact signed by the Purchaser and the bidder (successful bidder –Contractor) shall be made part of the contract agreement.

**58. COMPLIANCE OF RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017:**

Restrictions on procurement from a bidder of a country which shares a land border with India:

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions

of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
- a. An entity incorporated, established, or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
    - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of
    - Orentitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.



## II. SPECIAL CONDITIONS OF CONTRACT (SCC)

### 1. LOCATION:

- The location of the proposed work is at Zone B1, Zone C1 & Zone E2 locations at Gulf of Mannar in Tamilnadu which is depicted in the Technical Specifications.

### 2. BIDDING TYPE:

Two Bid System (Techno-Commercial & Price bid). Tender is of Global in nature and can be quoted in the currency as mentioned in BOQ.

### 3. EVALUATION CRITERIA:

Evaluation of the instrument shall be carried out as referred herein under:

- Evaluation shall be done on Total Solution basis.
- BID Price shall mean the total package price of the Project listed in the PRICE BID for its complete scope of Work as mentioned in the **BOQ**.
- The prices quoted must be inclusive of freight, insurance, statutory levies & duties etc., excluding Goods and Service Tax (GST).
- Goods & Service Tax as per applicable law shall be paid by NIWE as per rules.
- The total cost of the Project shall be the total rate mentioned for the items in the BOQ-Sheet 1 & BOQ Sheet 2.
- The bidders are also required to give their offer for both the options ('a' & 'b').
- The rates accepted should remain firm with no escalation being permitted. No representation for enhancement of price accepted will be considered.
- TOTAL COST of the Work arrived after arithmetical corrections including import Duties, statutory levies, freight & insurance etc., as indicated by the suppliers will be considered for the purpose of evaluation.
- The overall evaluated cost arrived at in this manner shall be taken for cost comparison and final evaluation.
- Financial evaluation will be done in INR only. The exchange rate (as declared by the Reserve Bank of India) for conversion will be applicable, as on the date of financial bid opening.
- Completed split-up details for the TOTAL COST should be provided by the successful bidder on request.
- The Director General reserves the right to accept or reject any /all the quotations in part or full without assigning any reasons whatsoever.
- After scrutiny of Technical offers by a competent team, the price bids of the technically qualified bidders will be opened.
- This evaluation criteria over-rides all other similar related clauses appearing anywhere in the bid documents and such clauses are deemed to have been modified to the extent stipulated above.

#### 4. **PAYMENT: - (Option A)**

- 25% on successful supply of the fully integrated system (Stage 3 complied as per the carbon trust) with successful pre-deployment validation of NIWE owned LiDARs fulfilling “Acceptance Criteria prescribed for “Stage 3” level of maturity as per “Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology, Version 2.0, 2018 and its supplementary guidance notes” and the same shall be certified by independent third party.
- 5% on successful installation and commissioning of the fully integrated floating buoy system and after ensuring the receipt of real time data from the prescribed offshore measurement site to NIWE.
- 5% on submission of data (post processed after quality check) more than 85% data availability (monthly) (5% X 12= 60%), at the end of every month along with the respective interim monthly data analysis report to NIWE. However, no payment will be released, if the data availability during that particular month is less than 80%.

*Note: The quality data collected (overall post processed data) must be usable by NIWE as prescribed for “Stage 3” level of maturity as per “Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology and its supplementary guidance notes”. Only after the satisfactory acceptance of the report submitted, NIWE will process the payment according to the schedule.*

- Balance 10% payment will be paid after the warranty period (as mentioned in GCC clause no 36(b)) or against bank guarantee (as per Annexure 6) drawn through any commercial Banks (Nationalized / Scheduled) in India valid for three months beyond the warranty period. This will be subject to meeting all the contract requirements.

#### **PAYMENT: - (Option B)**

- 25% on successful supply of the fully integrated system (Stage 3 complied as per the carbon trust) with successful pre-deployment validation of NIWE owned LiDARs fulfilling “Acceptance Criteria prescribed for “Stage 3” level of maturity as per “Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology, Version 2.0, 2018 and its supplementary guidance notes” and the same shall be certified by independent third party.
- 5% on successful installation and commissioning of the fully integrated floating buoy system and after ensuring the receipt of real time data from the prescribed offshore measurement site to NIWE.
- 5% on submission of data (post processed after quality check) more than 85% data availability (monthly) (5% X 12= 60%), at the end of every month along with the respective interim monthly data analysis report to NIWE. However, no payment will be released, if the data availability during that particular month is less than 80%.

*Note: The quality data collected (overall post processed data) must be usable by NIWE as prescribed for “Stage 3” level of maturity as per “Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology and its supplementary guidance notes”. Only after the satisfactory acceptance of the report*

submitted, NIWE will process the payment according to the schedule.

- Balance 10% payment will be paid after the completion of the measurement campaign, handing over all RAW & processed data, handing over of NIWE owned Lidar (4nos) / any other contract requirement to be complied by the bidder or against bank guarantee (as per Annexure 6) drawn through any commercial Banks (Nationalized / Scheduled) in India valid for three months beyond the warranty period. This will be subject to meeting all the contract requirements.

## 5. OTHERS:

The bidder should have proven track record of supplying the Offshore Floating LiDAR Buoys on outright sale/lease basis across the globe. Two or Three references anywhere across the globe needs to be provided along with the bid.

## 6. Time Schedule

The Time Schedule for completion of activities after release and acceptance of purchase order by the successful bidder are:

Sl. No.	Description	Months
1.	Upgradation of NIWE owned 4 Nos. of LiDARs	2
2.	Complete all the pre-deployment validation & other studies fulfilling “Acceptance Criteria prescribed for “Stage 3” level of maturity as per “Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology, Version 2.0, 2018 and its supplementary guidance notes and shall be certified by independent third party.	2*
3.	Transportation and mobilization of the floating buoy	1
4.	Deployment of floating buoy with LiDAR and all sensors at site	0.5
5.	Measurement campaign	12*
	Total	17.5 months

\* Subject to meeting the data quality requirements (as per Carbon Trust guidelines).

The time schedule for completion of measurement campaign is extendable up to maximum of 2.5 months, in case the bidder is able to give justifiable reasons for the same. However, no additional payment will be entertained.

## IV PROJECT DESCRIPTION AND TECHNICAL SPECIFICATION

### 1. Introduction

The National Institute of Wind Energy (NIWE) is a technical arm of the Ministry of New and Renewable Energy (MNRE), Govt. of India intends to capture offshore wind resource characterization data such as wind speed and direction at multiple heights using wind profiling lidar, air and sea surface temperatures, current, ocean speeds, and directions, and wave heights and directions, etc.

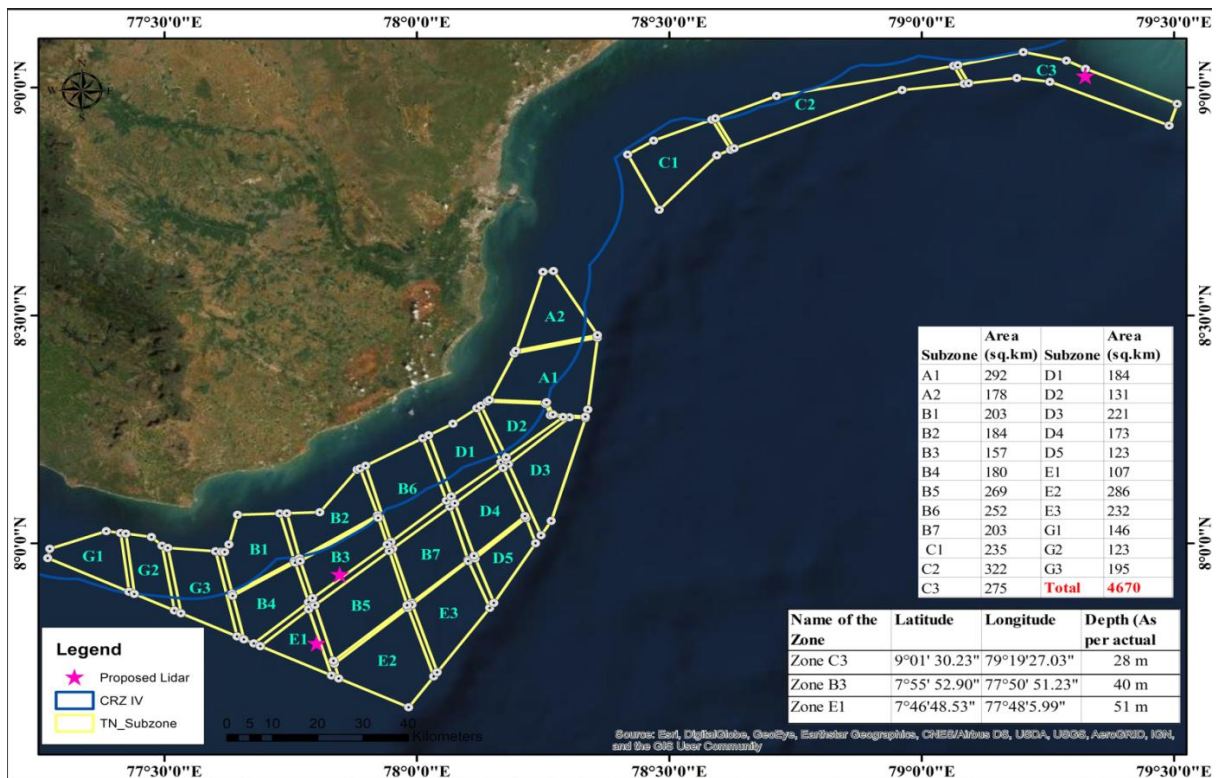
With this objective, NIWE invites the tender for the supply, installation of Floating Buoys together with Oceanographic sensors (Wave, current, etc.) and mounting of LiDAR (NIWE has already procured four Zephyr LiDAR 300M ) integration at three locations (Zone B1, Zone C1 & Zone E2) in Gulf of Mannar, Off Tamilnadu coast (keeping one Lidar as standby) including Comprehensive Operation and Maintenance. The measurement campaign of the sensors is for a period of one year.

### 2. Project Site Details

The proposed Floating LiDAR system locations are given in Figure 1 for 3 proposed locations at the Gulf of Mannar off Tamil Nadu Coast. Table 1 represents the Co-ordinates together with the technical details pertaining to the proposed floating Lidar locations.

**Table 1: Proposed location at Gulf of Mannar off Tamil Nadu Coast**

Proposed Lidar ID / Sub zone	Latitude (N)	Longitude (E)	Depth (As per actual survey)	
Zone C1	Sub zone C3	9°01' 30.23"	79°19'27.03"	28 m
Zone B1	Sub Zone B3	7°55' 52.90"	77°50' 51.23"	40 m
Zone E2	Sub Zone E1	7°46'48.53"	77°48'5.99"	51 m



## **Figure 1: Proposed locations at Gulf of Mannar off Tamil Nadu Coast**

### **2.1 Environmental Conditions**

A maximum wave height of 6 m with a tidal range of 1.5 m and a current speed of 1 m/s are anticipated at the Gulf of Mannar off Tamil Nadu Coast. However, the above details are indicative, and the bidders/contractors should assess and understand the actual site condition to get familiarized with the wave climate before the execution of the work. All the work shall be done by mobilizing suitable marine spread.

NIWE will facilitate for application of MOD clearance for Research, Survey, Exploration and Exploitation (RSEE) for suitable methodology adopted by the bidders. Submission of the requisite documents duly filled in the prescribed format as envisaged as essential and necessary as per the requirement of MOD will be the responsibility of the bidder. The quoted value should be inclusive of the cost for all such clearances.

### **3. Scope of Work**

The key objective of this tender is for “Supply and Installation of 3 nos. of integrated floating buoy for mounting offshore LiDARs (NIWE owned) together with meteorological and oceanographic sensors”. Delivery, Testing, Validation, Demonstration & Training, Installation & Commissioning with one-year comprehensive operation & maintenance for floating buoys, LiDARs, and all other associated equipment/ sensors from the date of installation. The bidder will collect one-year successful quality data and facilitating data streaming to NIWE server from the respective offshore sites as detailed below at Gulf of Mannar, off Tamil Nadu coast. As specified in the projects details section, the applicant/ bidder must be aware that the data collected from the Floating LiDAR, meteorological and oceanographic sensor systems should be able to be used by NIWE for the following purposes:

- Estimation and verification of wind energy potential
- As basis for derivation of met-ocean design parameters
- As a supplement to the environmental baseline description

The bidder should submit the bids for the following two options for order placement:

- a) Floating buoy to be compatible with NIWE-owned LiDAR – Zephir 300M, meteorological and oceanographic sensors (Annexure-1 & 2) - on procurement basis
- b) Floating buoy to be compatible with NIWE-owned LiDAR – Zephir 300M, meteorological and oceanographic sensors (Annexure-1 & 2) - **on lease basis**

**The appropriate option (a&b) will be chosen based on the techno-commercial feasibility and inputs from RDPAC.**

In case of options a) and b), it is the bidder’s responsibility to study the interfacing challenges of the floating system with the NIWE-owned Zephir LiDAR as pre-requisites to do the needful conversions or any upgradation/ refurbishment of LiDAR (hardware and software) for mounting on floating buoy to be supplied by the vendor. The bidder shall collect the LiDARs from NIWE Chennai/ WTRS Kayathar, transport the same (air lift) to OEM of Zephir LiDAR for the needed refurbishment/ upgradation (hardware and software). Before deploy of the Zephir LiDARs at the project sites, the vendor shall complete all the pre-deployment validation & other studies fulfilling “Acceptance Criteria prescribed for “Stage 3” level of maturity as per “Carbon Trust



Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology, Version 2.0, 2018 and its supplementary guidance notes” and shall be certified by the independent third party. The bidder shall bear all the cost towards the above mentioned activities, which may be included in their bid.

- Bidder has to submit the Bank Guarantee or Fixed Deposit Receipt drawn through any Commercial (Nationalized/Scheduled) Bank in India and should be pledged in favour of NIWE as against the equivalent value of NIWE owned 4 nos. of Lidar upto the completion of one year measurement campaign. (Equivalent value Rs 3.18 Crores).
- The BG/FD shall have validity for 24 months from date of handing over the LiDARs to the bidder by NIWE.
- The BG/FD will be returned by NIWE after completion of measurement campaign and on return of 4nos. of NIWE owned LiDARs in good working condition.

The following measuring parameters are the minimum requirement for each of the floating buoy measurement campaigns: -

Table 2: Minimum requirement/ Essential sensors for Floating buoy measurement campaign

S.NO	Sensors Type	Variables	Real-Time Data Acquisition
1	Lidar (ZEPHIR 300M)	Horizontal wind speed (Average, Standard deviation, Maximum, Minimum), Direction, Turbulence Intensity, Vertical wind speed, etc., with 10 different height configurations (as specified by NIWE)	10 min
2	Standard Meteorological sensors at buoy level	Wind speed, Direction, Solar irradiation, Temperature, Pressure, Humidity & Precipitation, etc.,	10 min
3	Wave sensor	Significant Wave Height and wave period, wave height (Average, maximum, minimum), Spectral and Mean wave period, Peak wave period, Zero-crossing wave period, Wave Direction	30 min
4	Current profile sensor	Water Current profile magnitude and its Direction at equally distributed depth cell size along the range.	30 min
5.	Motion sensor	Maximum roll, minimum roll, Maximum pitch, minimum pitch, Maximum yaw, minimum yaw,	30 min

The data should be shared with NIWE as per data protection policy.

The bidder may provide the optional sensors given in Table 3 below. The list should be clearly specified in the bid.

Table 3: List of Optional Sensors

Sl. No.	Sensor Type
1.	Bird migration route
2.	Marine mammal acoustic monitoring
3.	Fish nano tag detection
4.	Salinity

5.	pH
6.	Oxygen content
7.	Chlorophyll

- The rates for optional sensors shall not be given in the BOQ provided but to be given separately along with other bid documents.
- The bidder should carry out the required data analysis for both meteorological and oceanographic measurements on a monthly basis and submit an interim report. A complete consolidated data analysis report shall be submitted for the entire measurement campaign (one year from the start date of measuring quality data). NIWE will be in a position to release the payment on a monthly basis as per the payment schedule subject to 85% data availability post processed based on interim report.
- However, the bidder has to maintain the overall post processed data availability of 90% and above for one year measurement campaign in accordance with “Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology, Version 2.0”
- Since the measurements are essence of the project, data quality should be maintained in accordance with stage 3 compliance as per the carbon trust guidelines. In case any harsh weather conditions etc., the sufficient standby (Floating buoy/Lidar/associated sensors) to operate for 24/7 in order to ensure the data continuity.
- The manning of the survey is the responsibility of the bidder, who must provide sufficient competent supervisory, technical and other personnel to properly perform the service. The bidder/ contractor may not replace key personnel without written approval from the NIWE. All marine personnel should be qualified in accordance with the requirements of the flag of registration, and the consultant is responsible for ensuring that regular medical examinations are undertaken.

**Note: Bidder has to submit the RAW data after completion of the campaign and ensure the confidentiality of the data, for which a Non-Disclosure agreement (NDA) has to be signed with NIWE. The bidder shall ensure the collection of raw data at periodic intervals (maximum 6 months) during the measurement campaign.**

### 3.1 Buoy and Mooring Specifications :

The responsibilities of the supplier are as follows;

- The floating LiDAR system shall be classified to have a “Stage 3” level of maturity as per “Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology, and supplementary guidance notes”. (Can be accessed from <https://www.carbontrust.com/resources/roadmap-for-commercial-acceptance-of-floating-lidar>), with Zephir LiDAR 300M. The relevant documents to prove the compliance shall be submitted along with the bid.
- Details of methods to address platform motions (surge, sway, heave, roll, pitch and yaw) in floating buoy (Active mechanical compensation to limit motions, software compensation – motion correction algorithm or no motion compensation) shall be provided along with the software for doing the compensation. This should be made available to the intended data users in the future as per the request of NIWE.
- Buoy Structure Stability Calculations should be provided in the bid document to prove its suitability for deployment in a maximum wave height of ~6m condition in coastal waters.
- The buoy Hull material should be made of UV stabilized polyethylene with the seamless hull, filled with marine grade foam; stainless steel suitable for harsh conditions with a proper mooring frame and other component suitable for integrating all sensors.



- The buoy manufacturer should be registered with IALA. The buoy should not fade in colour and no painting of the buoy surface should be ever required for the lifetime of the buoy.
- The buoy should have a top (lantern) light to warn & avoid the collision. The lantern should at least be 3NM range and self-contained, and compliant to IALA guidelines.
- The buoy should have other navigational AIDS such as a RADAR reflector, Top Mark, Marine Beacon, and GPS receiver. Also, integration of AIS into the buoy at a later date must be feasible. AIS integration option should be quoted optionally.
- The buoy should have sufficient no. of mooring points to ensure stability. The required lifting points and load test certification for mooring and lifting points should be provided in the bid document.
- All mooring accessories for deployment depth should be provided. Mooring design with all details should be provided in the bid document.
- The complete water quality instrument is to be deployed in a self-powered floating buoy equipped with data logger electronics, GSM/GPRS Telemetry, Solar Panels, Solar charge controllers and batteries with adequate backup.
- Buoy must be yellow in colour to signify an environmental monitoring system.
- The components in the buoy/floating platform should be such that all components are easily replaceable.

In case of option a) and b) the supplier has to integrate the NIWE-owned LiDAR (ZEPHIR 300M) with the floating buoy and ensure accurate wind profile measurement. NIWE has already procured offshore LiDARs (ZEPHIR 300M model) from Zephir and the same needs to be deployed on the floating buoy. The needed conversion before deploying the same on the floating buoy, is the scope of the bidder. Once the upgradation/ refurbishment (hardware and software) of LiDAR is done by the Zephir/ZX LiDAR, a 3 years extended warranty for the LiDARs owned by NIWE from M/s Zephir/ZX LiDAR has to be obtained by the bidder post upgradation. Thereafter in case of any erroneous data/ LiDAR fails to work, the bidder's responsibility is to take up with Zephir to ensure the continuous measurement campaign.

### **3.2 Equipment/Sensors Specifications :**

- The buoy shall include an automatic weather station package to measure environmental parameters such as wind speed, Wind direction, Solar irradiation air temperature, air pressure, humidity, etc., (Detailed specifications in Annexure 2).
- The buoy shall also include oceanographic sensors with other required accessories to measure the Oceanographic parameters – Wave and Current fulfilling requirements as detailed 3.1. The specifications of the oceanographic sensors are listed in Annexure 2.
- All the sensors should be calibrated by an accredited laboratory meeting the requirement of ISO/IEC 17025: 2017 or equivalent and a calibration certificate should be furnished.
- Anemometer and wind vane shall be calibrated from a MEASNET accredited lab as per IEC 61400-12-1.
- The Instruments to be supplied shall be brand new for option (a) and in good working condition. Warranty for all the instruments shall be for a period of minimum of one year or until completion of one-year measurement campaign, whichever is later.
- For option (b), the Instruments to be supplied shall be of good working condition with valid Warranty for all the instruments. The details of products (serial no, calibration information, etc.,) deployed by the bidder in connection with this tender should be specified by the successful bidder.

- The latest available, own individual software version must be made available along with these sensors. Any further communication with all individual sensor configuration changes or fixes/updates made after the installation of device(s) software must be recorded in the device log.
- Replacement and repair mechanisms for batteries and power systems need to be mentioned.

### **3.3 Data Storage and Transmission:**

- Continuous data collection has to be ensured with suitable mechanisms. Data Availability shall comply with the “Stage 3” level of maturity as per “Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology, Version 2.0, 2018”.
- The Telemetry system with GSM/GPRS Modem/HF/UHF link/ Satellite (Argos or INSAT or INMARSAT) may be used for real time transmission only to the NIWE FTP server and not to any other server, and confidentiality of the data should be maintained for which NDA has to be signed with NIWE
- The system should have sufficient storage for storing the raw data for a minimum 1 year.
- The data acquisition shall be as mentioned in Table 2.

A provision of an online dashboard/web portal system may be supplied by the bidder to allow remote access to the collected meteorological and oceanographic measurements for the purpose of visualization and monitoring of time series and summary statistics for the period of the measurement campaign. By the end of the day, the percentage of data availability and updating of the same to the NIWE server must be visualized in the portal.

### **3.4 Power Requirements :**

- The supplier has to provide a suitable power supply unit (viz., batteries, small wind turbines, Solar Panels, etc.) and all required accessories for the successful operation of the Integrated Floating LiDAR buoy together with Oceanographic sensor packages.
- A power budget calculation for a complete system for a minimum of 6 months of power autonomy should be provided to explain the battery capacity and solar panel sizing for the complete system.

### **3.5 Transportation, Mobilization, and Deployment :**

- Mobilization, Demobilization, and Transportation of all the components is in the scope of the contractor/vendor, including the transportation needed for LiDAR upgradation/validation/Risk based approach
- A suitable marine spread is to be adopted based on the water depth, and the details of the same shall be provided by the contractor as part of the installation methodology.
- The Buoy, along with all equipment and accessories, has to be transported to the project site, from the closest port with the required handling capacity. This includes loading, transportation, unloading, handling of equipment and port statutory clearances and charges.
- The Successful bidder shall have to mobilize the vessel in the working weather window. However, if the said work could not be performed due to lack of weather window/statutory clearances/ ban to sailing into the sea from local state government/ local hindrances arising from fishermen community/local villagers, then the marine spreads shall be re-mobilized post-monsoon season / uplifting the sea ban, for which additional cost towards mobilization and demobilization will not be paid by NIWE.
- For installation at the offshore site, the bidders shall be responsible for necessary clearances and arrangements such as Boat / Vessel and transportation which are required for deployment of sensors.

### **3.6 Comprehensive Operation and Maintenance for 1 year:**

- The bidder will be responsible for safe delivery of material at the site, testing, Validation, Installation & Commissioning, Watch and Ward for one year of successful data collection, Operation and Maintenance for One year (or) until successful data collection for one year, including site visit arrangements, Data Retrieval at NIWE server, the safe dismantling of Buoy and LIDAR and all other associated equipment/sensors and returning to NIWE Chennai office.
- The safety, security, and all risk insurance of equipment including NIWE owned Lidars are the responsibility of the vendor within the contract price.
- Process the data at a regular interval (monthly basis), and at the end of each month of data collection, an interim data analysis report with data availability of 85% and above will be submitted. The payment will be processed on a monthly basis as per the schedule, and a consolidated/ final report will be prepared after one year as per the internationally accepted practice covering RAW data, Post-processed data, uncertainty estimation, the accuracy of the measurement campaign etc.
- The maintenance strategy of the entire system along with the associated equipment/ sensors during the measurement campaign, need to be described with an execution plan along with timelines in the bid document.

### **3.7 General:**

- Bidder should have proven experience of minimum one-year offshore wind measurement campaign using floating buoy for at least five offshore wind farm projects/deployments for which necessary customer feedback certificates should be furnished along with bid documents.
- The LIDAR has to be collected from the NIWE office (Chennai/Kayathar) by the bidder before installation at the buoy. The cost of transportation of LIDAR to each site before integrating with the floating buoy has to be borne by the bidder for both the options.
- As this equipment is planned to be deployed in the Gulf of Mannar, Tamil Nadu, it is the bidders responsibility to evaluate the site conditions and the technical compliance of the submitted bid.
- All the instruments installed with LiDAR should be in compliance with Marine grades and should be painted with marine grade materials, and have certification and/or warranties that meet the planned campaign duration. Anti-Biofouling coating/ paint/ equivalent mechanism should be used in all Oceanographic Sensors.
- Electronics to be protected with waterproofing for marine environment/ salt atmosphere compliant
- The supplier shall provide a list of critical spares and deliver them along with instruments. The list shall be submitted along with the bid.
- Equipment, Communication, mooring technique, Traceability, Quality control and other necessary parameters shall comply with the relevant standards and guidelines available internationally.
- Demonstration and Training shall be provided to the NIWE officials, minimum for two days at Chennai and at site. In addition to that, the bidder can provide the adequate training at OEM principles/Training center in order to understand the floating buoy process/Reference validation site, bidder has to arrange the necessary arrangements for two NIWE officials.
- The work shall be carried out in the presence of NIWE's representative/authorized person by NIWE. Hence, the bidder has to provide the needed arrangements (at least for two officials) on board during the Installation & commissioning, O&M & de-commissioning process.
- Upon successful completion of the installation and perform the functional tests covering data acquisition processing, transferring, and storing the data. Installation and commission report shall be provided.

- The bidder shall furnish the report of any service carried out during the period of measurement campaign.
- The measurement campaign should meet the requirements of STAGE -3 maturity level as per the “Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology and its supplementary guidance notes”. (Can be accessed from <https://www.carbontrust.com/resources/roadmap-for-commercial-acceptance-of-floating-lidar>) CARBON TRUST – 2018)
- After completion of the measurement campaign, NIWE owned LiDARs, other equipment/Sensors, Buoy along with all accessories should be handed over to NIWE, Chennai office for option ‘a’. The NIWE owned LiDARs should be handed over to NIWE, Chennai in case of option ‘b’.
- After completion of the measurement campaign the De-commissioning report shall be provided to NIWE Chennai.
- All the connections and connectors should be as per Marine grade underwater connector’s standard.
- The equipment deployed should meet the requirements of IS 4651-1: Code of practice for planning and design of ports and harbours, Part 1: Site investigation
- Instrument specifications, User manual, Calibration report and other relevant technical documents covering the following (but not limited to) shall be submitted along with the bid;
  - ✓ Components;
  - ✓ Technology;
  - ✓ Proven track record of Remote Sensing deployment and support;
  - ✓ Proven expertise;
  - ✓ Supporting documents for stage-3 / Commercial maturity as per CARBON TRUST 2018.
  - ✓ Industry leading performance, accuracy and consistency;
  - ✓ Offshore deployment on a floating platform;
  - ✓ Details on Integration of NIWE owned LiDAR on the Buoy
  - ✓ Details on compensation algorithm
  - ✓ Suitable mooring configuration to be provided for the floating system.

### **3.9 Annual Maintenance Contract (for option a)**

- The Annual Maintenance Contract for the Offshore floating buoy and associated sensors intended for after the in-built warranty period from the date of commissioning of the respective unit may have to be given by the supplier.
- The AMC shall be provided for a period of three (3) years after completion of the in-built warranty period
- The rates of AMC for 3 years shall not be considered for evaluation of the final price of the bid. Hence the rates shall not be included in the BOQ provided but to be given separately along with Techno-Commercial bid documents. AMC rates for each year (1st, 2nd & 3rd year after in-built warranty) shall be given separately.
- AMC rates given by the bidder shall not be enhanced at any stage.

### **4.0 Others**

1. The successful bidder shall have to mobilize the vessel for carrying floating buoy to the respective sites in the working weather window. However, if the said work could not be performed due to the weather window/statutory clearances/ ban to sailing inside the sea from local state government/ local hindrances arising from fishermen community/local villagers then

the vessel/marine spread shall be re-mobilized post monsoon season / uplifting the sea ban. The additional cost towards mobilization and demobilization will not be paid by NIWE.

2. The bidder should make a commitment to render technical assistance to NIWE in queries related to measurement campaign and data quality for bankability purposes for the International Competitive Bidding (ICB) to be conducted in these zones.
3. The commitment letter/undertaking letter from the vendor confirming above points (1 & 2) shall be submitted to NIWE along with the Techno-Commercial bid documents.
4. The bidder is responsible to provide one-year complete data in quality and in prescribed frequency. Accordingly, the bidder has to carry out rectification of equipment/sensors failures in order to ensure the agreed quality of data collection. If the data loss happens due to unexpected system/ environmental failures, it is the bidder responsibility to continue the project at own cost to maintain the data continuity for one complete year.
5. If during the period of data collection if for some reasons, whatsoever, if the data collection stops, then the mobilization of team will be resumed the data collection is in the part of the bidder.
6. NIWE will facilitate for all needed clearances with respect to central ministries/ state departments, if required, in line with provision contained in the notified offshore policy. The rates quoted should be inclusive of cost for clearances etc., if any.
7. NIWE will also facilitate to conduct a public hearing meeting, if required, after consultation with respective Government authorities concerned. However, necessary expenditure, if any, needs to be borne by the bidder.
8. The operation and maintenance strategy of the entire system along with the associated equipment/ sensors during the measurement campaign need to be described with execution plan along with timelines in the bid document.



#### **IV. Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

##### **1. Understanding of Project**

The Applicant shall clearly state their understanding of the project and also highlight its important aspects. The Applicant may supplement various requirements of the project and also make precise suggestions if it considers this would bring more clarity and assist in achieving the objectives laid down in the TENDER. The bidder should be aware that the data collected from the Floating LiDAR integrated with meteorological and oceanographic measurements should be able to be used by NIWE for the following purposes:

- **Estimation and Verification of wind energy potential**
- **As basis for derivation of met-ocean design parameters**
- **As a supplement to the environmental baseline description**

##### **2. Methodology and Work Plan**

- The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the objectives laid down in the TENDER. The Applicant will submit a brief write-up on its proposed team and organization of personnel and equipment's explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment.
- The Applicant should specify the sequence of execution methodologies and locations of important activities and provide a quality assurance plan/schedule for the performance of the scope of services. The major milestones expected to be in the time schedule are contract validation, preparation & supply of buoy, deployment and commissioning of the floating LiDAR integrated with all sensors as specified, data streaming initiation, delivery of monthly data packets, data analysis report submission and maintenance with respect to the warranty period.

##### **3. Documentation:**

Technically qualified bids must include the following:

- Description of the measurement system, including identification of instruments, acquisition system, calibration, sensitivity tests or verification procedures appropriate for instruments.
- The equipment list clearly states which equipment is calibrated/ validated and which is not include equipment specified in options.
- Data rejection criteria to be applied.
- Schematics, 2D, 3D drawings, photos or other renderings to illustrate instrument arrangements and overall characteristics of the system
- Procedure for system monitoring and anticipated service intervals
- Measurement plan listing and describing parameters to be measured, derived and delivered as well as the authenticated format of data delivery and its encryption procedure
- Reporting format and mode
- Project execution plan including marine operations for deployment, service and recovery of measurement system.

**Technical Specification of LiDAR system**

NIWE has already procured offshore LiDARs (Zephir 300M model) from Zephir/ZX LiDAR and the same needs to be deployed on the floating buoy. The procured offshore LiDARs (Zephir 300M model) are validated with 120m met mast installed at Kayathar site, Tamil Nadu as per the IEC standard 61400-12-1. The needed conversion, if required by Zephir/ZX LiDAR before deploying the same on the floating buoy, is scope of the bidder. The conversion charges, including transportation if any shall be booked in the tender quotes. The detailed specifications of the Zephir 300M LiDAR is as below.

**I. Technical Specifications of LIDAR**

Particulars	Zephir 300M
Range	10m -300m (200m validated )
No. of heights	10
Sampling rate	50 Hz
Averaging Period	1 Sec upwards (User configuration)
Scanning Cone angle	30°
Speed accuracy	<0.5%
Mean wind speed	<1m/s to 70 m/s
Directional accuracy	<0.5°
Temperature range	-40 to 50°C
IP rating	IP 67
Power consumption	66W
Power input AC	90-250V
Power input DC	12V
Weight	55 kg



**Technical specifications of Meteorological Sensors at Buoy level**

1. Air temperature and relative humidity
  - Temperature range: - 40 ° C to + 60 ° C
  - Resolution: 0.1 ° C
  - Accuracy:  $\pm 0.3^{\circ}$  C
  - Relative humidity range: 0-100% R.H.
  - Resolution: 1%
  - Accuracy:  $\pm 2\%$  RH
2. Barometric pressure
  - Range: 300 to 1100 hPa
  - Resolution: 0.1hPa
  - Accuracy:  $\pm 0.5$  hPa
3. Solar irradiation
  - Wavelength Sensitivity: 300 to 3000 nm
  - Range: 0 to 1600 W/m<sup>2</sup>
  - Resolution: 1 W/m<sup>2</sup>
4. Wind speed & Direction
  - Type: Ultrasonic
  - Wind speed range: 0 to 60 m/s
  - Wind speed resolution: 0.01 m/s
  - Wind speed accuracy:  $\pm 5\%$  Wind direction range: 0 to 359 °
  - Wind direction resolution: 1 °
  - Wind direction accuracy:  $\pm 5^{\circ}$
5. Precipitation
  - Range: 0 to 50 mm
  - Resolution: 1 mm
  - Accuracy: 3%
6. Oceanographic sensors
  - Wave Data**
  - a. Wave Height:
    - Range: 0-10m
    - Resolution: < 0.01m
    - Accuracy:  $\pm 0.05$ m or  $\pm 1\%$  of the reading
  - b. Wave Period:
    - Range: 1 - 30s
    - Resolution: <0.1s
    - Accuracy: < 1 % of the reading
  - c. Wave Direction:
    - Range: 0 to 360°
    - Resolution: <1°
    - Accuracy: <3° % of the reading

**Current Profiler**

Velocity:

*Global Tender for Supply, Installation and Commissioning of Integrated Floating buoy for mounting Offshore Lidar together with meteorological and oceanographic sensors (Wave, Current etc.,) at three locations (Zone C1, Zone B1 & Zone E2) at Gulf of Mannar off, Tamil Nadu Coast in India*

Transducer Configuration: Down looking  
Transducer Configuration: Four or more beams  
Beam Angle: 20°-25°  
Velocity Profiling range: 0.06 to 50 meter  
Profiling Velocity: +/-10 m/s  
Velocity accuracy: 0.5% of measured velocity  
Velocity resolution: 0.01 m/s  
Number of Cells: Min 128  
Cell size: 0.5 m to 4m

7. Depth

Depth measurement range: 0.5-100 m  
Depth accuracy: 1%.  
Depth resolution: 0.001m

8. Tilt and Compass

Compass Sensor: Range 0° to 360°;  
Accuracy: 2° RMS,  
Resolution: 0.01°.

9. Tilt (Pitch) sensor

Range  $\pm 15^\circ$ ;  
Accuracy:  $\pm 0.5^\circ$   
Resolution: 0.01°.

**Price Bid / BOQ for Option 'a'**

S.No	Description	Unit	Estimated Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
1	Supply of Offshore Floating buoy to be compatible with NIWE owned LiDAR – Zephyr 300M, meteorological and oceanographic sensors- <b>on procurement basis with a minimum of One year warranty or until completion of one-year measurement campaign, whichever is later</b> including delivery, Testing, Validation, Demonstration & Training, Installation & Commissioning with one-year comprehensive operation & maintenance from the date of installation, one-year data collection, Data retrieval to NIWE server from the respective offshore sites (Zone B1, Zone C1, & Zone E2) at Gulf of Mannar, off Tamil Nadu coast including freight and insurance etc., as per the scope of work.	Nos	03		
2	Cost of upgradation/ refurbishment (hardware and software) of LiDAR Zephyr/ZX LiDAR owned by NIWE with 3 years extended warranty from M/s Zephyr/ZX LiDAR post upgradation including freight and insurance and all associated charges.	Nos	04		
	Total				

**Note:**

- 1) The financial evaluation shall be based on the above Financial Proposal. The Total shall, therefore, be the amount for purposes of evaluation.
- 2) Goods & Service Tax as per applicable law shall be paid by NIWE as per rules
- 3) The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract, subject to meeting techno-commercial requirements.
- 4) Completed split-up details for the above quote should be provided by the successful bidder on request.
- 5) Financial evaluation will be done in INR only. The exchange rate (as declared by the Reserve Bank of India) for conversion will be applicable, as on the date of financial bid opening.
- 6) **Do not quote your rates here. The rate should be quoted in BOQ.XLS only available in CPP portal.**

**Price Bid / BOQ for Option ‘b’**

S.No	Description	Unit	Estimated Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
1	Supply of Offshore Floating buoy to be compatible with NIWE owned LiDAR – Zephir 300M, meteorological and oceanographic sensors- <b>on lease basis (with required warranty during the period of measurement campaign)</b> including delivery, Testing, Validation, Demonstration & Training, Installation & Commissioning with one-year comprehensive operation & maintenance from the date of installation, one-year data collection, Data retrieval to NIWE server from the respective offshore sites (Zone B1, Zone C1, & Zone E2) at Gulf of Mannar, off Tamil Nadu coast including freight and insurance etc., as per the scope of work (the price should be inclusive of all rental/lease charges).	Nos	03		
2	Cost of upgradation/ refurbishment (hardware and software) of LiDAR Zephir/ZX LiDAR owned by NIWE with 3 years extended warranty from M/s Zephir/ZX LiDAR post upgradation including freight and insurance and all associated charges.	Nos	04		
	Total				

**Note:**

- 1) The financial evaluation shall be based on the above Financial Proposal. The Total shall, therefore, be the amount for purposes of evaluation.
- 2) Goods & Service Tax as per applicable law shall be paid by NIWE as per rules
- 3) The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract, subject to meeting techno-commercial requirements.
- 4) Completed split-up details for the above quote should be provided by the successful bidder on request.
- 5) Financial evaluation will be done in INR only. The exchange rate (as declared by the Reserve Bank of India) for conversion will be applicable, as on the date of financial bid opening.
- 6) **Do not quote your rates here. The rate should be quoted in BOQ.XLS only available in CPP portal.**



Global Tender for Supply, Installation and Commissioning of Integrated Floating buoy for mounting Offshore Lidar together with meteorological and oceanographic sensors (Wave, Current etc.,) at three locations (Zone C1, Zone B1 & Zone E2) at Gulf of Mannar off, Tamil Nadu Coast in India

## Bid Form- 1

### TECHNICAL AND COMMERCIAL BID SUBMISSION FORM

Ref No. ....

Date .....

To  
The Division Head (Finance & Administration),  
National Institute of Wind Energy,  
Velachery – Tambaram  
Main Road, Pallikaranai,  
Chennai 600100

Dear Sirs,

We hereby submit our bid for “.....”  
for NIWE, Chennai as outlined in your bidding document. We have understood the instructions and the terms and conditions mentioned in the bidding documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required.

- We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents.
- We declare that the work will be executed strictly in accordance with the requirement.
- Our proposal shall remain valid for acceptance for a period of 90 days from the date of opening of the 'Technical & Commercial Proposal' by NIWE.
- We confirm that the prices quoted by us in the 'Price Bid' are firm and shall not be subject to any variation for the entire period of the contract.
- We confirm that the prices quoted by us in the 'Price Bid' include all taxes, duties and levies payable by us.
- We hereby furnish our 'Technical and Commercial Bid' comprising the following as per prescribed formats
  - i. Technical and Commercial Bid Submission form (Bid Form 1)
  - ii. Documents in support of meeting Qualifying Requirements stipulated in NIT
  - iii. Certificate towards Technical literature
  - iv. Acceptance of Fraud Prevention Policy
  - v. Any additional literature in support of Bid documents (please specify)

Yours truly,

Signature.....

Name.....

Designation .....

• Date.....

• Place.....



Global Tender for Supply, Installation and Commissioning of Integrated Floating buoy for mounting Offshore Lidar together with meteorological and oceanographic sensors (Wave, Current etc.,) at three locations (Zone C1, Zone B1 & Zone E2) at Gulf of Mannar off, Tamil Nadu Coast in India

Annexure - 3

**Manufacturer's Authorization On the letter head**

To:  
The Division Head (Finance & Administration),  
National Institute of Wind Energy,  
Velachery – Tambaram  
Main Road, Pallikaranai,  
Chennai 600100

**Sub: Letter of Authorization**

**Ref: Notice Inviting Tender No.:** ..... **dated** .....  
**For** .....(Name of the tender ).....

Dear Sir,

We hereby confirm that:

- a. we are the manufacturers of .....
- b. M/s \_\_\_\_\_(Name of Bidder)\_\_\_\_\_are authorized to supply the (se) item (s) to you.
- c. They shall supply and provide allied support & subsequent maintenance services during the currency of the contract.
- d. we extend our full guarantee and warranty with respect to the Goods offered by the above firm in reply to this NIT and subsequent maintenance, supply of spares & services in the event of award of contract.
- e. In the event of their failure perform any of the activities detailed above w.r.t products manufactured & supplied by us we undertake to arrange to perform the same, without any additional financial implication to NIWE.





**Annexure- 4**

**BID SECURING DECLARATION FORM**

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To (insert complete name and address of the purchaser) I/We.

The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: \_\_\_\_\_ (insert signature of person whose name and capacity are shown)  
in the capacity of \_\_\_\_\_ (insert legal capacity of person signing the Bid Securing Declaration)

Name: \_\_\_\_\_ (insert complete name of person signing he Bid Securing Declaration) Duly

authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)



Global Tender for Supply, Installation and Commissioning of Integrated Floating buoy for mounting Offshore Lidar together with meteorological and oceanographic sensors (Wave, Current etc.,) at three locations (Zone C1, Zone B1 & Zone E2) at Gulf of Mannar off, Tamil Nadu Coast in India

Annexure- 5

PROFORMA OF BANK GUARANTEE FOR EMD

Bank Guarantee No.....

Date:

Additional Director (Finance & Administration),
National Institute of Wind Energy,
Velachery – Tambaram Main Road,
Pallikaranai,
Chennai 600100

Dear Sirs,

In accordance with your NIT No. .... dated .....M/s.....(\*\*\*)..... having its
registered/Head Office at .....(hereinafter called the ‘Bidder’) wish to
participate in the said Bid for .....(name of tender).....
As an irrevocable Bank Guarantee against Bid Security for an amount of .....(\*) ..... valid for
..... days from .....(\*\*) ....., is required to be submitted by the Bidder as a condition precedent for
participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the
Bidding Documents.

We, the .....[Name and address of the Bank]..... having our head office at
.....(#)..... guarantee and undertake to pay immediately on demand by NIWE (hereinafter called ‘the
Owner’) the amount .....(\*)..... (in figures and words) without any reservation, protest, demand and
recourse. Any such demand made by the said ‘Owner’ shall be conclusive and binding on us irrespective of any dispute or
difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to .....(@)..... . If any further extension of this
guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from
M/s .....[Bidders name]..... on whose behalf guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp
on this ..... Day of .....20..... at .....

Witness
Signature.....
Designation.....
Bank’s Common Seal.....
Power of Attorney No.....
Official Address .....



*Global Tender for Supply, Installation and Commissioning of Integrated Floating buoy for mounting Offshore Lidar together with meteorological and oceanographic sensors (Wave, Current etc.,) at three locations (Zone C1, Zone B1 & Zone E2) at Gulf of Mannar off, Tamil Nadu Coast in India*

**Annexure- 6**

**PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE**

**Bank Guarantee No.....**

**Date:**

The Division Head (Finance & Administration),  
National Institute of Wind Energy,  
Velachery – Tambaram Main  
Road, Pallikaranai,  
Chennai 600100  
Dear Sirs,

In consideration of the NIWE, (hereinafter referred to as the ‘Purchaser’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ..... with its Registered/Head Office at ..... (hereinafter referred to as the ‘Seller’ which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract by issue of Purchaser’s Purchase Order No..... dated ..... and the same having been unequivocally accepted by the seller resulting in a ‘Contract’ valued at ..... for.....(scope of work/contract) and the seller having agreed to provide a contract performance guarantee of the faithful performance of the entire contract equivalent to five percent (5%) of the said value of the contract to the purchaser.

We, .....(Name & Address of Bank ) having our Head Office at

.....(hereinafter referred to as the ‘Bank’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns), do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Seller to the extent of ..... as aforesaid at any time up to (\*)

.....without any demur, reservation contest, recourse, or protest and/or without any reference to the Seller. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Seller or any dispute pending before any court Tribunal, Arbitrator or any other Authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the purchaser and further agrees that this guarantee herein contained shall continue to be enforceable till the purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of Contract by the Seller. The Purchaser shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Seller, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the Purchaser and the Seller or any other course of remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the purchaser at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the seller and notwithstanding any security or other guarantee that the purchaser may have in relation to the seller’s liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to..... and it shall remain in force up to and including .....(\*)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....on whose behalf this guarantee has been given.

Dated this .....day of .....20.....at .....

WITNESS

SIGNATURE .....

NAME .....

OFFICIAL ADDRESS .....

BANK’S COMMON SEAL .....

**Annexure 7**

**Bidder details**

**Bidders Name and Address:**

The Division Head (Finance & Administration),  
National Institute of Wind Energy,  
Velachery – Tambaram Main  
Road, Pallikaranai,  
Chennai 600100

Dear Sirs,

We, hereby authorize the Owner to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

**(TO BE FILLED IN CAPITAL LETTERS)**

1.NAME OF THE BIDDER	
2.ADDRESS	
3.PIN CODE	
<b>BANK PARTICULARS</b>	
A)BANK NAME	
B) BANK TELEPHONE NO. (WITH STD CODE)	
C) BRANCH ADDRESS	
D) BANK FAX NO (WITH STD CODE)	
E) BRANCH CODE	
F) BANK ACCOUNT NUMBER	
G) 11 DIGIT IFSC CODE OF THE BANK BRANCH	
H) BANK ACCOUNT TYPE (TICK ONE)	
SAVING CURRENT LOAN CREDIT OTHERS	
IF OTHERS, SPECIFY	
<b>5. PERMANENT ACCOUNT NUMBER (PAN)</b>	
6. Valid E-MAIL Address and Contact Number for Correspondence	

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Owner responsible SIGNATURE.

DATE

Name:

(AUTHORISED SIGNATORY) OFFICIAL STAMP

**Annexure- 8**

**Abstract of Eligible/Completed Projects of the Firm**

<u>Sl.No</u>	<u>Name of Project</u>	<u>Name of Client</u> ( <u>Address,</u> <u>phone &amp;</u> <u>email</u> )	<u>Capital cost of Commencement of the project</u>	<u>Date of Completion of the Project</u>	<u>Duration</u>
<u>1</u>					
<u>2</u>					
<u>3</u>					
<u>4</u>					
<u>5</u>					

**Note:**

The Firm should attach separate sheets to provide brief particulars of other relevant experience. Only Projects/work completed before the Tender issue date should be mentioned. Sufficient documentary evidence of the work (Work Order and Completion Certificate) satisfying the condition shall be attached.

**Annexure - 10**

**DOCUMENTS TO BE UPLOADED**

<b>Sl.No.</b>	<b>Particulars</b>	
<b>1.</b>	Scanned Copy of EMD details	
<b>2.</b>	Documentary evidence to prove the compliance on Stage 3 maturity level as per CARBON TRUST -2018 shall be submitted along with the bid.	
<b>3.</b>	Eligibility criteria form duly filled in as per Annexure 8	
<b>4.</b>	Customer Feedback certificate for five (5) successful projects in the area of supply and installation of Floating Buoy for mounting offshore LiDAR as per Clause 15 of GCC	
<b>5.</b>	Technical Compliance Sheet as per Annexure 11	
<b>6.</b>	Commitment /Undertaking letter in vendor letter head as per clause 4.0 (3) of IV. Project Description and Technical Specification	
<b>7.</b>	Eligibility criteria form duly filled in as per Annexure 8	
<b>8.</b>	Registration copy and GST Certificate of the organization	
<b>9.</b>	Auditor Certificate confirming the Turnover for the past three years 2019-20,2020-21 & 2021-22.	
<b>10.</b>	Duly filled Bid form 1, Annexure 3, Annexure 7, Annexure 12 and Annexure 15	



**Technical Compliance Sheet**

No.	Item	Yes / No	Remarks
1.	Willing to provide the sufficient manpower and equipment to carry out this project		
2.	Willing to provide detailed design for Buoy and Mooring System for all the LiDAR locations		
3.	Willing to provide detail drawings for Buoy along with Mooring system for LiDAR Platform.		
4.	Willing to supply materials and fabricate Buoy and Mooring System as per specifications.		
5.	Willing to provide detailed methodology and execute the same for transmission of data from deployment location to NIWE office.		
6.	Willing to provide deployment methodology for Floating LiDAR along with Buoy and mooring system at specified locations.		
7.	Willing to provide suitable marine spread for deployment of LiDAR, Buoy, Mooring system and all other accessories at field.		
8.	Willing to implement suitable mooring system at field for the proposed deployment depth along with all accessories and weights.		
9.	Willing to supply and integrate sensors with buoy for Automatic weather station, Wave and current Measurement's.		
10.	Willing to carry out the work as described in the attached specifications.		
11.	Agreeable for providing the necessary insurance for men / equipment / material and vessels as per the existing norms for offshore installation in India.		
12.	Willing to complete the entire work as per 'Time Schedule' as per attached specifications		

**Signature of Supplier, seal and date:**

**Contact Person Details:**

**Signature of contact Person:**

**The contact details of the technical and sales personnel from original parent company should also be provided, if the equipment is being sourced from another company.**



**Annexure-12**

**DECLARATION**

(To be given by Bidders in Company letter head by Authorized signatory)

“All the information provided herein and attached hereto are true to the best of knowledge and belief of ..... (Company/Bidder name). It is further certified that in the event of any false information provided by ..... (Company/Bidder name):

- a. The bid submitted by us is liable for rejection summarily at any stage of bidding process and the EMD/Bid Security submitted by our firm is liable to be forfeited in addition to the relevant action under appropriate rules.
- b. In case of contract is awarded to us, the contract is liable for termination and the Security deposit/Performance security submitted by our firm is liable to be forfeited in addition to the relevant action under appropriate rules.

**Authorised Signatory with date**

**FORM NO. 10F**

[See sub-rule (1) of rule 21AB]

**Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961**

I..... \*son/daughter of Shri..... in the capacity of ..... (designation) do provide the following information, relevant to the previous year..... \*in my case/in the case of ..... for the purposes of sub-section (5) of \*section 90/section 90A:—

<i>Sl.No</i>	<i>Nature of information</i>	<i>Details #</i>
(i)	Status (individual, company, firm etc.) of the assessee	
(ii)	Permanent Account Number or Aadhaar Number of the assessee if allotted	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of ..... (name of country or specified territory outside India)

*Signature:* .....

*Name:* .....

*Address:* .....

*Permanent Account Number or Aadhaar Number* .....

I ..... do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the ..... day of.....

.....  
*Signature of the person providing the information*

*Place:* .....

**Notes :**

1. \*Delete whichever is not applicable.
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

**Annexure 14(A)**

**NATIONAL INSTITUTE OF WIND ENERGY  
Bank Remittance Details (DOLLAR Payment)**

<b>Sl.No.</b>	<b>Particulars</b>	<b>Remarks</b>
1	Intermediary Bank	BANK OF AMERICA NEWYORK
2	Intermediary Bank Swift code	BOFAUS3N
3	Beneficiary Bank	Canara Bank International Division, Mumbai
4	Swift Code	CNRBINBBID
5	International Division Mumbai Account Number	655079197
6	Account Name & Address	NATIONAL INSTITUTE OF WIND ENERGY NIOT Branch (Branch code 2874) Velachery – Tambaram High Road, Pallikaranai, Chennai – 600100 Ph. 044-22462168
7	Account Number	2874101011793

**Annexure 14(B)**

**NATIONAL INSTITUTE OF WIND ENERGY  
Bank Remittance Details (EURO Payment)**

<b>Sl.No.</b>	<b>Particulars</b>	<b>Remarks</b>
1	Intermediary Bank	DEUTSCHE BANK FRANKFURT GERMANY
2	Intermediary Bank Swift code	DEUTDEFF
3	Beneficiary Bank	Canara Bank International Division, Mumbai
4	Swift Code	CNRBINBBID
5	International Division Mumbai Account Number	10095345871000
6	Account Name & Address	NATIONAL INSTITUTE OF WIND ENERGY NIOT Branch (Branch code 2874) Velachery – Tambaram High Road, Pallikaranai, Chennai – 600100 Ph. 044-22462168
7	Account Number	2874101011793

**Annexure 14(C)**

**NATIONAL INSTITUTE OF WIND ENERGY  
Bank Remittance Details (INR Payment)**

<b>Sl.No.</b>	<b>Particulars</b>	<b>Remarks</b>
1	Bank Name	Canara Bank
2	Account Number	2874101015439
3	IFSC Code	CNRB0002874
4	MICR Code	600015094
5	Type of Account	SB Account
6	Account Name & Address	NATIONAL INSTITUTE OF WIND ENERGY NIOT Branch (Branch code 2874) Velachery – Tambaram High Road, Pallikaranai, Chennai – 600100 Ph. 044-22462168





**TENDER CHECK LIST**

(To be submitted on Company's Letterhead)

**Important Notice:** To aid the bidders in submitting the offer, a checklist is included in the Bid Document. The bidders must fill this, Sign, seal and Submit compulsorily along with the tender.

**Pre-Qualification Criteria:**

S.No.	Details	Submission Indicate (Yes/No)	Indicate the Page No
1	Have you furnished bid security or Bid Securing Declaration / EMD ?		
2	Have you furnished BIDDER INFORMATION FORM?		
3	Have you furnished Manufacturers Authorization Form ?		
4	Have you furnished TENDER ACCEPTANCE LETTER?		

**Technical Criteria :**

Sl. No.	Details	Submission Indicate Yes/No	Indicate the Page No
1	Have you furnished TECHNICAL LITERATURE?		
2	Have you furnished Techno-Commercial Bid without Price		
3	Have you furnished CLIENTELE LIST?		
4	Have you furnished Deviation Statement / Compliance Statement?		
5	Have you furnished PERFORMANCE STATEMENT?		
6	Have you furnished SERVICE SUPPORT DETAILS?		

**Techno-commercial Criteria:**

S. No.	Details	Submission Indicate Yes/No	Indicate the Page No
1	Have you furnished Last five year satisfactory services being provided by the firm ?		
2	Have you furnished Copy of PAN card and GST in the name of Firm/Proprietor ?		
3	Have you furnished COPY of RTGS/Bank details?		
4	Have you furnished Certificate from CA regarding turnover for last three years?		
5	Have you furnished Documentary evidence to prove the compliance on Stage 3 maturity level as per CARBON TRUST -2018 shall be submitted along with the bid.		



Global Tender for Supply, Installation and Commissioning of Integrated Floating buoy for mounting Offshore Lidar together with meteorological and oceanographic sensors (Wave, Current etc.,) at three locations (Zone C1, Zone B1 & Zone E2) at Gulf of Mannar off, Tamil Nadu Coast in India

**Financial Criteria:**

<b>Sl. No.</b>	<b>Details</b>	<b>Submission Indicate Yes/No</b>
1	Have you furnished Price Bid ?	
2	Have you furnished PRICE BID as per BOQ for option 'a' & 'b' ?	

**Signature of the Bidder, with Official Seal**

**Name and Contact No**

*Non -submission of supporting document w.r.t the above will lead to rejection of the Techno-Commercial bid. Bidders are requested to carefully upload the supporting document in relevant section wherever required. If you fail to do so your bid may be rejected summarily.*